

BEFORE THE ILLINOIS COMMERCE COMMISSION

Docket No. 01-0614

**Rebuttal Testimony of Michael D. Silver
On Behalf of Ameritech Illinois**

Ameritech Illinois Exhibit 3.1

November 14, 2001

FILE
01-0614
Ameritech 3.1
11/30/01 Carl

TABLE OF CONTENTS

I.	INTRODUCTION.....	2
II.	PURPOSE AND ORGANIZATION OF TESTIMONY.....	2
III.	UNBUNDLED LOCAL SWITCHING WITH SHARED TRANSPORT ("ULS-ST")	3
IV.	BONA-FIDE REQUEST (BFR)	23
V.	PROVISION OF RATE SCHEDULES.....	35
VI.	PERFORMANCE MEASUREMENTS.....	40

REBUTTAL TESTIMONY OF

MICHAEL D. SILVER

ON BEHALF OF AMERITECH ILLINOIS

I. INTRODUCTION

Q. Please state your name and business address.

A. My name is Michael D. Silver. My business address is 350 N. Orleans, Chicago, Illinois 60654.

Q. Have you previously submitted direct testimony in this proceeding?

A. Yes, I have.

II. PURPOSE AND ORGANIZATION OF TESTIMONY

Q. What is the purpose of your testimony?

A. The purpose of my rebuttal testimony is to respond to the positions presented by the following witnesses:

- Mr. Christopher L. Graves sponsored by the Telecommunications Division of the Illinois Commerce Commission ("Staff");
- Dr. James Zolnieriek sponsored by the Telecommunications Division of the Illinois Commerce Commission ("Staff");

- Mr. A. Olusanjo Omomiya sponsored by the Telecommunications Division of the Illinois Commerce Commission ("Staff"); and
- Mr. Joseph Gillan sponsored by AT&T Communications of Illinois ("AT&T"), WorldCom Inc. ("WorldCom"), DataNet Systems, L.L.C., the Illinois Public Telephone Association, and the PACE Coalition.

Specifically, I will address their direct testimony as it relates to the following issues:

1. Unbundled Local Switching with Shared Transport (Ill. C. C. No. 20, Part 19, Section 21);
2. BFR Process (Ill. C. C. No. 20, Part 19, Section 1);
3. The provision of rate schedules (Ill. C. C. No. 20, Part 19, Section 1); and
4. Performance Measurements (Ill. C. C. No. 20, Part 19, Section 1).

Q. Do you have any exhibits that you are sponsoring?

A. Yes. Silver Reply Attachment 1 and Silver Reply Attachment 2.

III. UNBUNDLED LOCAL SWITCHING WITH SHARED TRANSPORT ("ULS-ST")

Q. What are the fundamental issues concerning ULS-ST as reflected in the direct testimony of Staff and Intervenors?

A. The main issues are:

- Should CLECs be able to use the ULS-ST component of Ameritech's UNE Platform to provide services to anyone other than the CLEC's end users or paytelephone service provider customers?

- 51 • Should the Commission eliminate Ameritech Illinois' ability to charge
52 approved local switch termination rates when CLECs use the UNE Platform
53 to terminate intraLATA toll calls to Ameritech customers?
- 54 • Should Ameritech be obligated to take financial responsibility for termination
55 charges incurred by CLECs when those CLECs transit through Ameritech
56 and terminate traffic to third party carriers (e.g., ICOs, Wireless, other
57 CLECs)?
- 58 • Does Ameritech's ULS-ST tariff accurately reflect its new obligations under
59 13-801?

60 I address these and other ULS-ST issues below.

61
62 **Q. As an initial matter, when Mr. Graves refers to Section 2 of Ameritech's**
63 **tariffs on pages 21 and 22 of his testimony, do you assume he meant Section**
64 **21?**

65 **A. Yes I do.**

66
67 **Q. Mr. Graves recommends that changes proposed by Staff in Docket No. 00-**
68 **0700 be made to Ameritech's ULS-ST tariff in this proceeding. Can you**
69 **comment on that?**

70 **A. Mr. Graves did not attach an exhibit to his testimony that shows each of the**
71 **changes from Docket No. 00-0700, so I cannot say with certainty that I am**
72 **addressing each of his recommendations. My assumption is that he is only**

proposing the tariff changes that he specifically discusses in the text of his testimony, and I comment on each of those proposed changes below.

Q. In lines 490 through 493 of Mr. Graves' testimony he proposes language which would clarify that ULS-ST is available to CLECs for the provision of more than just local exchange service. Is this change acceptable to Ameritech?

A. Yes it is.

Q. In lines 497 through 501 of Mr. Graves' testimony, he suggests language that would address routing tables in the ULS-ST tariff. Do you have any comments on his edit?

A. Yes, Ameritech can accept his proposed edits, with a slight modification. The word "existing" should be inserted before the phrase "routing tables". This clarification would ensure non-discriminatory access to Shared Transport for the transport of CLEC end user traffic throughout the LATA in the same manner that Ameritech provides Shared Transport to its retail customers. The reference to "existing routing tables" is consistent with the language found in paragraph 37 of the FCC's Third Reconsideration Order in CC Docket 96-98 ("the Shared Transport Order"). Ameritech Illinois maintains the routing tables and makes modifications to those tables, such as allowing new NPA NXX's to be properly routed. By including the word "existing", the intent is to emphasize that Ameritech maintains the routing tables and that if such maintenance were subject

to the approval of multiple carriers it would no longer be possible to provision the routing tables in a timely fashion. The Ameritech Illinois routing tables used for the provision of ULS-ST are used by all customers (retail and UNE) and thus any changes to those tables will affect all carriers. It would certainly lead to dispute if multiple carriers were to make individual determinations on how such tables should be provisioned. In addition it would be impossible for other carriers to determine how such routing tables should be provisioned without an in-depth knowledge of the Ameritech Illinois network. If a CLEC chooses to route its traffic in some manner other than the use of Ameritech's intraLATA interexchange facilities, Ameritech offers customized routing.

Q. On lines 503 through 505, Mr. Graves also has proposed adding a phrase to address dialing plans provided with ULS-ST in Ill. C.C. Tariff No. 20, Part 19, Section 2, Sheet No. 5. Is Ameritech willing to accept this proposed language?

A. Ameritech is willing to accept this proposed change, as long as the following sentence is added: "When the established dialing plan calls for 10 digit dialing, it will apply equally to Unbundled Local Switching purchased by CLEC." This additional sentence is part of Section 5.2.1 of Attachment 6 of the T2A, which appears to be where Mr. Graves found the additional language he has proposed.

118 Q. On lines 513 and 514 of his testimony, Mr. Graves proposes language that
119 would specify that the CLEC may have all interexchange services routed in
120 the manner it chooses. Is Ameritech willing to accept Mr. Graves' revision to
121 the tariff language?

122 A. If Mr. Graves is suggesting the CLEC may tell Ameritech whether it wants its
123 intraLATA toll traffic routed over either Ameritech's intraLATA interexchange
124 facilities or to another carrier's toll facilities, Ameritech can accept that language.
125 However, additional language would be needed to clarify the meaning of the
126 revised tariff. Ameritech suggests the following language: "The CLEC may
127 specify whether its interexchange services are to be routed over Ameritech's
128 intraLATA interexchange facilities or over another designated interexchange
129 network."

130

131 Q. What if this is not the intended meaning of Mr. Graves' proposed change?

132 In that event, Ameritech has a serious concern. Staff's proposed language could
133 be interpreted to allow a CLEC to use ULS-ST as a means to route toll traffic
134 presubscribed to an interexchange carrier other than the CLEC (i.e., a second
135 carrier) all the way to the terminating end office using only Ameritech's
136 intraLATA interexchange facilities. There is no dispute that ULS-ST can be used
137 to route intraLATA toll traffic when the CLEC is the toll provider. However,
138 when the end user has presubscribed its intraLATA toll to a second carrier, that
139 traffic should not be carried across the LATA using ULS-ST at TELRIC rates for
140 the simple reason that 13-801 only permits the CLEC to use the UNE Platform to

141 provide service to the CLEC's *end users* (or paytelephone providers). If
142 intraLATA toll is routed across the LATA on the UNE Platform when the CLEC
143 is not the toll provider, the second carrier (and not the CLEC) is using the UNE-
144 Platform to provide service to the end user. This violates the plain language of
145 13-801(d)(4) and Ameritech's proposed tariff correctly reflects this limitation. Of
146 course, nothing prevents a CLEC's end user from presubscribing to a second
147 carrier for intraLATA toll services. In those instances, the traffic would be routed
148 to the second carrier over switch access facilities established by the second
149 between the its POP and Ameritech's switch.

150
151 **Q. Does Mr. Gillan address the issue of whether ULS-ST component of the UNE**
152 **Platform purchased by a CLEC can be used to provide access services to a**
153 **different carrier?**

154 **A.** Yes. Mr Gillan, on behalf of the CLEC coalition, argues at pages 19 and 20 of his
155 direct testimony that a CLEC purchasing ULS-ST as part of a UNE Platform
156 should have absolutely no limitations on how it can use, resell or otherwise
157 employ the ULS-ST. Mr. Gillan is mistaken. Section 13-801(d)(4) authorizes a
158 CLEC to purchase a UNE Platform and to use it to provide a variety of services,
159 but all of the services provided by the CLEC using the UNE Platform must be
160 provided to the CLEC's "end users or pay telephone service providers." A CLEC
161 is simply not entitled to use the UNE Platform to provide service to anyone else.
162 Mr. Gillan does not mention what other uses of the UNE Platform he has in mind
163 for CLECs, but there is at least one that readily occurs to me: a CLEC would

164 probably like to resell the ULS-ST component of the UNE Platform to
165 interexchange carriers as a switched access service.

166
167 **Q. What are your thoughts about that?**

168 A. First, it would put the CLEC into the business of reselling Ameritech's switched
169 access network at discounted prices. While I understand why CLECs would like
170 the ability to get TELRIC pricing for Ameritech switched access and then
171 arbitrage the service to sell it below Ameritech's tariff rates, that is specifically
172 prohibited by 13-801(j). I should note that this type of arbitrage would not
173 enhance competition. It would only create an opportunity for middlemen to
174 pocket a margin on re-sold switched access service. Second, the CLEC would be
175 selling the ULS-ST component of the UNE Platform to interexchange carriers, not
176 to "end users or pay telephone service providers" as required by 13-801(d)(4).

177
178 **Q. Does Mr. Gillan recognize the limitation created by the phrase "to its end**
179 **users or pay telephone service providers" in Section 13-801(d)(4)?**

180
181 A. He does not. He ignores that limitation in his testimony, and gives no reason why
182 he does so. In fact, there is at least one place in Mr. Gillan's proposed Ameritech
183 tariff where he inserts language that appears to be a verbatim quotation from 13-
184 801(d)(4), but he fails to include the critical passage "to its end users or pay
185 telephone service providers". Of course, without those important words,
186 Ameritech's tariff would have a dramatically different meaning. This is an

important part of the PUA because it creates a critical limitation on the use of the UNE Platform. It cannot be casually ignored.

Q. What portion of Ameritech's proposed tariff does this issue relate to?

A. On 2nd Revised Sheet No. 1.1, Mr. Gillan proposes to strike language limiting the use of the ULS-ST capability of carrying intraLATA toll calls to when the CLEC's end user originating the toll call is presubscribed to that CLEC.

Q. How should the Commission find regarding Mr. Gillan's proposal to delete the language in Ameritech's tariff?

A. The Commission should find that Ameritech's language is consistent with prevailing Federal rules and fully complies with Section 13-801 of the Illinois PUA.

Q. On the 2nd Revised Sheet No. 1.1 of Section 21 of Mr. Gillan's proposed tariff, he deletes language which would allow Ameritech to charge its tariffed switch access rates when a CLEC using the UNE Platform terminates a toll call to the Ameritech network. Do you object to that ?

A. Yes, Mr. Gillan is proposing to delete language that simply clarifies the current situation, i.e., that the CLEC is responsible for tariffed terminating switched access charges incurred by the CLEC when it asks Ameritech to terminate an intraLATA toll call originated by the CLEC's end user.

210 Q. 13-801(d)(4) permits a CLEC to use Ameritech's UNE Platform to provide
211 "end to end telecommunications service". Mr. Gillan points to the language
212 and argues that it prevents Ameritech from charging its normal terminating
213 switched access rates for intraLATA toll calls originated over the UNE
214 Platform. How do you respond?

215 A. Mr. Gillan is wrong. Under 13-801, it is only the *UNE Platform* that can be used
216 to provide "end to end" services. As Mr. Welch testifies, the UNE Platform is
217 defined as the combination of the loop, switching and transport UNEs used to
218 provide circuit-switched voice service.

219
220 That means the UNE Platform includes the local loop to the customer's premises,
221 the ULS at the originating end and transport from the originating port to the
222 terminating port. That is where the UNE Platform ends. Neither the UNE
223 Platform nor the ULS-ST combination has ever included terminating switching.
224 Since the UNE Platform does not include terminating switching, Mr. Gillan's
225 "end to end" argument falls flat. "End to end" describes how the UNE Platform
226 can be used. It does not expand the definition of UNE Platform.

227
228 My reading of 13-801(d)(4) also produces the common sense result. Under Mr.
229 Gillan's interpretation, a CLEC using the UNE Platform to provide intraLATA
230 toll service would avoid terminating switched access charges. In comparison, a
231 CLEC providing the same service on a facilities basis would be charged
232 Ameritech's full terminating switched access rates. There is no indication in the

233 PUA of intent to confer a special access charge exemption on a limited class of
234 competitors and there is no reason for the Commission to create one. In fact, the
235 Section 13-801(j) says just the opposite, i.e., that nothing in the amendatory act is
236 intended to change the status quo with respect to the general prohibition on
237 substituting UNEs for switched access.

238
239 **Q. Do you have any other observations on this issue?**

240
241 **A.** Yes. Whenever a local exchange carrier (LEC) terminates a toll call bound for
242 that LEC's end user, that LEC is entitled to terminating access charges. If a
243 CLEC's end user originates an intraLATA toll call that terminates to an
244 Ameritech end user, Ameritech is entitled to recover its costs for that CLEC
245 accessing Ameritech's end user, i.e., terminating switched access charges. The
246 CLEC using UNE Platform should be treated no differently than any other carrier.
247
248 Ameritech is required to treat the CLEC's end user's intraLATA toll in the same
249 manner as Ameritech treats its own end users. Since Ameritech is required to
250 impute access charges into its intraLATA toll rates, the CLECs using UNE
251 Platform should incur those same costs.

252 **Q. Has Mr. Gillan made any other changes to Ameritech's Section 21 relative to**
253 **this issue?**

254 **A.** Yes, on 3rd Revised Sheet No. 36, Mr. Gillan has proposed additional language
255 that would deny Ameritech any terminating access charges for any call

terminating to an Ameritech end user. As discussed above, this language should not be accepted. Ameritech is entitled to terminating access charges whenever an intraLATA toll call is terminated to its end user.

Q. What happens if an end user of a CLEC originates an intraLATA toll call over Ameritech's intraLATA interexchange facilities that terminate to a third party?

A. In that instance, the terminating third party is entitled to its terminating access charges. Since Ameritech is acting simply as the conduit between the originating and terminating carrier, there is no reason for Ameritech to be involved in compensating arrangements between those two carriers. Ameritech's tariff language simply notifies CLECs that it is their responsibility, and not Ameritech's, to develop the arrangements with the terminating carrier.

Q. Has Mr. Gillan proposed any other changes to Section 21 related to compensation for intraLATA toll traffic originated by CLEC end users and terminated to a third party carrier?

A. Yes, on 3rd Revised Sheet No. 36, Mr. Gillan proposes adding the language that would have Ameritech's Blended Transport rate apply to traffic terminating with interconnected local exchange carriers.

Q. Does Ameritech object to the inclusion of such language?

279 A. Yes, for the same reasons explained above, the CLEC's should be responsible for
280 any compensation arrangements between themselves and any 3rd party carriers.
281 Ameritech should not be responsible for acting in effect, as the bank for the
282 terminating carrier. Presumably, Mr. Gillan wants Ameritech to take on the
283 financial and administrative obligations of paying third party carriers like ICOs
284 and cellular providers that terminate traffic for CLECs. Nothing about Section
285 13-801 compels this result and the request should be refused.

286

287 **Q. Beyond the concern of being required to act as the bank, what other**
288 **problems would be created by a requirement that third party traffic be**
289 **included in the Blended Transport rate?**

290 A. In order to develop such a rate accurately, Ameritech would have to be aware of
291 all potential charges that would be assessed by the other possible interconnected
292 local carriers, and build those charges into Ameritech's Blended Transport rate.
293 This would be extraordinarily complicated and time consuming, and the rates
294 would have to be updated every time one of those carriers changed their rates.
295 That would be an administrative nightmare, not to mention the fact that
296 Ameritech's rate would always be lagging the other carriers rate changes.

297

298 **Q. Should the Commission retain Ameritech's tariffed language?**
299

300 A. Yes, the Commission should find that it is not Ameritech's responsibility to act as
301 an intermediary agent between the originating CLEC and the terminating carrier
302 for intraLATA toll traffic.

303

304 Q. **Do you have additional concerns with Mr. Gillan's proposed tariff changes?**

305 A. On the 4th Revised sheet No. 1 of Section 21, Mr. Gillan proposes to delete
306 language stating that if Ameritech is not offering ULS, then ULS-ST would also
307 not be available. The language Mr. Gillan is seeking to delete is necessary and is
308 consistent with the fact that Shared Transport is not a stand-alone offering,
309 therefore if there is no ULS, ULS-ST would not exist. Ameritech's language
310 should remain in the tariff.

311

312 Q. **What circumstances would lead to Ameritech not offering ULS?**

313 A. Paragraph 285 of the FCC's UNE Remand Order says "it is appropriate to create
314 an exception to the local circuit switching unbundling obligation only in density
315 zone 1, within the top 50 MSAs." In paragraph 288 of the UNE Remand Order,
316 the FCC clarified that the ability to not offer ULS was "predicated upon the
317 availability of the enhanced extended link (EEL)." Thus, the FCC's rules would
318 permit Ameritech to stop offering ULS as a UNE in certain circumstances, so
319 long as it made the EEL available.

320

321 Q. Is there a requirement that Ameritech continue to offer ULS even if it is
322 permitted to withdraw ULS under the conditions of the UNE Remand
323 Order?

324 A. Yes, this is addressed by the Commission's Merger Order approving the
325 SBC/Ameritech merger. Paragraph 28C of that order requires that Ameritech
326 continue to offer Shared Transport in Illinois even if the FCC were to rule that
327 Shared Transport should not be unbundled. If the FCC were to make such a
328 ruling, the Company would be required to file a petition with the Commission,
329 and have the Commission make a final determination on that petition before the
330 Company could withdraw the offering. At this time, that language has been
331 mooted by the fact that the FCC has continued to require Shared Transport to be
332 unbundled. However, as noted above, Shared Transport cannot be offered without
333 ULS, and it is the Company's understanding that a similar prohibition against
334 unilaterally withdrawing the ULS-ST offering applies to the ULS situation as it
335 would have if the FCC had ruled that Shared Transport need not be unbundled.
336 Therefore, for the life of the Merger Condition 28 C, the Company will not
337 discontinue offering ULS-ST in zone 1 of the Chicago MSA without first
338 petitioning the Commission to do so.

339
340 Q. Based on the previous response, why does Ameritech object to the removal of
341 language stating ULS-ST would not be available where ULS is not provided?

342 A. As noted above, Ameritech is required to continue offering ULS in zone 1 of the
343 Chicago MSA, even if EELs are offered, subject to the Merger Conditions.

344 However, once the Merger Conditions expire, Ameritech believes it should have
345 the right to charge market rates for local switching if it meets the requirements set
346 by the FCC. The language Mr. Graves is proposing to delete merely preserves
347 Ameritech's rights, and should be retained.

348
349 **Q. How should the Commission rule on this issue?**

350 A. The Commission should recognize Ameritech's right to place language in its
351 tariffs notifying the CLECs that should Ameritech meet the criteria associated
352 with being allowed to discontinue offering Local Switching as a UNE, it retains
353 the option to do so.

354
355 **Q. Does Ameritech disagree with Mr. Gillan's proposed changes on 3rd Revised**
356 **Sheet No. 5 of Section 21 of Ameritech's tariff?**

357 A. Yes, Mr. Gillan is attempting to expand the definition of shared transport beyond
358 that set forth by the FCC, and in a manner that would include facilities that do not
359 even belong to Ameritech. Mr. Gillan is proposing to expand the definition to
360 include interoffice facilities between Ameritech's switches and end-office of other
361 interconnected carriers. Ameritech also disagrees with simply removing the
362 reference to "voice grade" in the language that discusses the purposes for which
363 Shared Transport is provided.

364
365 **Q. Why do you say Mr. Gillan's definition of Shared Transport goes beyond the**
366 **definition set forth by the FCC?**

367 A. In the FCC's Third Reconsideration Order in CC Docket 96-98, ¶54, Shared
368 Transport refers to "all local transmission facilities connecting an incumbent
369 LEC's switches – that is, between end office switches, between an end office
370 switch and a tandem switch, and between tandem switches." Nothing in this
371 definition refers to interoffice facilities between Ameritech switches and other
372 interconnected carriers. Those facilities are therefore excluded from the
373 definition of Shared Transport.

374
375 **Q. Are all interoffice facilities between Ameritech switches and other**
376 **interconnected carriers owned by Ameritech?**

377 A. No, and that is why inclusion of such language is contrary to the FCC's definition
378 of Shared Transport, which applies to facilities connecting *Ameritech* switches. It
379 is unreasonable for Ameritech to be responsible for some other carrier's facilities
380 as part of Ameritech's Shared Transport offering.

381
382 **Q. Why doesn't Ameritech agree with Mr. Gillan's proposal to remove the**
383 **reference to voice grade from the description of what Shared Transport is**
384 **used to provide?**

385 A. Ameritech recognizes that some non-voice grade traffic such as ISDN-BRI is
386 carried on the Company's interoffice network. However, Ameritech believes
387 simply saying "Shared Transport is provided for the delivery of
388 telecommunications carrier switched traffic on the Company's interoffice trunk
389 network" is too broad. Therefore, Ameritech proposes rewording the sentence in

the tariff as follows: "Shared Transport is provided for the delivery of telecommunications carrier public switched transport network ("PSTN") traffic on the Company's interoffice trunk network."

Q. On 3rd Revised Sheet No. 36 of Section 21 in Ameritech's tariff, Mr. Gillan is proposing to remove references to the ULS usage rate. Why should the language remain in the tariff?

A. I presume Mr. Gillan is proposing to remove this language because this Commission has ruled that the rate for the ULS usage element should be set at zero. While Ameritech acknowledges the Commission made such a ruling in setting an interim rate in dockets 96-0486/0596, Ameritech has appealed that ruling. Although Ameritech agrees that the interim rate should be set at zero until other rates are approved, there is no reason to remove the language describing the rate element from the tariff at this time.

Q. How should the Commission decide this issue?

A. The Commission should find the language remains in the tariff. As long as the rate level is set at zero, the definition of the rate element itself should cause no concern to the CLECs.

Q. Why does Ameritech disagree with Mr. Gillan's proposal to strike language on 3rd Revised Sheet No. 36 of Section 21, as it relates to Ameritech reserving

411 **the right to establish separate Shared Transport and Shared Transport-**
412 **Transit rates?**

413 A. Ameritech has included this language to reserve its rights to *modify* the ULS-ST
414 rate structure to be more cost causative. If and when Ameritech's billing systems
415 become sophisticated enough to accurately bill the Shared Transport – Transit
416 segment, this tariff language would give it the right to amend its tariff to do so.

417
418 Q. **Why does Mr. Gillan object to this language?**

419 A. I don't know. The only reference I see in Mr. Gillan's Direct Testimony is found
420 on page 21, lines 14 and 15. At that point, Mr. Gillan says he is sponsoring tariff
421 changes "clarifying that transport is part of shared transport". I don't see how
422 removing this language helps Mr. Gillan make that clarification.

423
424 Q. **Should the Commission approve Ameritech's language reserving its rights?**

425 A. Yes it should.
426

427 Q. **What is your understanding of Mr. Gillan's rationale for striking**
428 **Ameritech's reciprocal compensation language on 3rd Revised Sheet No. 37 of**
429 **Section 21?**

430 A. Unlike most of Mr. Gillan's other proposed changes, he actually has provided
431 testimony relating to this particular change to Ameritech's tariff. On page 21,
432 lines 9 through 12 of his testimony, he argues that he has proposed deleting

Ameritech's language because he does not believe it is appropriate for Ameritech's tariff to "limit or restrict the service offering of the CLEC."

Q. Does the language in question "limit or restrict the service offering of the CLEC"?

A. I do not believe it does. Ameritech's proposed language addresses intercarrier compensation for local traffic when the terminating CLEC terminates a call using a ULS port. This language says nothing about what service the CLEC may offer to its customers.

Q. What is the basis for the language in the tariff?

A. This language reflects the fact that the only cost incurred by a CLEC using ULS-ST to terminate a local call is the ULS charge. Therefore, it is reasonable to set the reciprocal compensation rate at that level.

Q. Don't CLEC's already have reciprocal compensation rates agreed to in interconnection agreements?

A. Yes they do, but those agreements are based on the CLEC's facility based costs. If the CLEC is using Ameritech's ULS-ST, it is not using any facilities of its own, therefore, it would not be appropriate to use a reciprocal compensation rate based on costs of providing their own facilities.

Q. Should the Commission agree to strike Ameritech's language?

456 A. Absolutely not. Beside the fact Mr. Gillan's rationale for striking the language has
457 no foundation, it would be completely irrational to permit CLECs to bill
458 reciprocal compensation rates at a level based on a false assumption that they
459 provide their own facilities, when in fact they have no facilities of their own in
460 this circumstance.

461

462 Q. Up to now, you have discussed concerns you have with language Mr. Gillan
463 has proposed to be removed from Ameritech's Section 21. Do you have any
464 concerns with language that he has proposed adding to this Section?

465 A. Yes I do. The first instance occurs in the first paragraph on 4th Revised Sheet No.
466 1. At that point, Mr. Gillan is proposing to add language that on the surface
467 appears to incorporate language from various sections of Section 13-801, but
468 actually tracks with no individual section of the PUA. It appears that Mr. Gillan is
469 attempting to use Ameritech's tariff to rewrite the PUA to meet the CLEC's self-
470 serving wishes.

471

472 Q. Has Ameritech proposed language specifying what UNEs are available to
473 CLECs and what those UNE may be used for?

474 A. Yes, the language being proposed by Mr. Gillan is meant to be language
475 which specifically commits Ameritech to comply with the PUA, as well as the
476 Telecommunications Act of 1996 ("TA96"), and the rules, regulations and Orders
477 of the FCC. Ameritech's language provides an actual list of UNEs and is much

more direct and specific as to its requirements than the language proposed by Mr. Gillan.

Q. Should the Commission accept Mr. Gillan's proposed changes to the language in the General Description of Ameritech's ULS-ST tariff?

A. No, the language proposed by the CLECs does not comply with any section of the PUA. Ameritech's language, on the other hand, specifically requires Ameritech to comply with all applicable requirements, including the PUA, TA96, and the FCC's rules and regulations as they apply to ULS-ST.

IV. BONA-FIDE REQUEST (BFR)

Q. What is the issue involving BFRs?

A. The issue has to do with what process and time frames should apply to a CLEC request for an additional UNE combination that is "ordinarily combined" in those few situations where such an "ordinarily combined" UNE combination is not identified in Ameritech's tariff.

Q. How would you describe the positions of the parties?

A. Ameritech explains that the BFR process would only apply in those rare instances when a CLEC identifies a UNE combination that was not previously "ordinarily combined" in Ameritech's retail network. As discussed in my Direct Testimony, the timeframes in the BFR process give Ameritech minimal, but realistic, time to

501 assess the requirements to support ordering, provisioning, and billing of the UNE
502 combination.

503
504 The CLECs, through Mr. Gillan's testimony, and the Illinois Commission Staff,
505 through Dr. Zolnierек's testimony, contend that Ameritech's standard BFR
506 process is too time consuming and costly for "ordinarily combined" UNE
507 combinations. Mr. Gillan's testimony includes proposed tariff changes
508 introducing a new process which is supposed to replace the BFR process with
509 something called a RAC process which gives Ameritech just 14 days to do what it
510 now does in 120 days. This unrealistically short timeframe is not in any way
511 based on the actual work that Ameritech would have to perform.

512
513 **Q Staff witness Zolnierек invites Ameritech to develop an expedited BFR**
514 **process. (Zolnierек Testimony, n. 16). How do you respond?**

515 **A.** Ameritech has closely reviewed the BFR process as it applies to ordinarily
516 combined unbundled network elements and has determined that it can reduce the
517 time required by 30 days – a reduction of 25%. Ameritech still needs a BFR
518 process that is divided into two phases, an initial phase for preliminary analysis
519 and a second phase for a more thorough analysis. Under the modified proposal I
520 am presenting here, hereinafter referred to as Bona Fide Request for Ordinarily
521 Combined UNE Combinations ("BFR-OC"), the initial phase would continue to
522 be 30 days long. The second phase has been reduced from 90 days to 60 days.
523 The intervals for this new process are illustrated in Silver Reply Attachment – 1.

524

525 **Q. Does this modification apply only to ordinarily combined unbundled network**
526 **elements?**

527 A. Yes. Ameritech's 120 day BFR process will remain in place for all of the BFRs
528 that fall outside the scope of 801(d)(3).

529

530 **Q. Why does Ameritech need 90 days if, by definition, Ameritech ordinarily**
531 **combines the unbundled network elements for itself in its retail operations?**

532 A. This amount of time is required because Ameritech, in essence, has two separate
533 operations; a retail operation and a wholesale operation. These operations have
534 different ordering systems and different billing systems. When a new offering is
535 made on the wholesale side, the wholesale systems must be modified to
536 accommodate that offering. Even if the offering was previously available in the
537 retail operation, the ordering, provisioning and billing systems that support the
538 wholesale operation will have to be modified to support the new offering. Thus,
539 even in the simplest case where there is no question of technical feasibility and no
540 need to involve third party vendors, Ameritech will have to thoroughly review its
541 interrelated wholesale ordering, provisioning and billing systems to ensure that a
542 new offering can be properly supported.

543

544 **Q. Why does Ameritech have separate wholesale and retail operations?**

545 A. This separation was done to accommodate the CLEC industry. The CLEC
546 industry has persistently raised concerns that an ILEC retail operation should not

547 be allowed to take orders for wholesale customers because it would present a
548 potential conflict of interest. The retail operation would, it was alleged, have an
549 incentive to provide inferior service or would misuse the information coming
550 from a wholesale customer in order to sell its own retail services. In addition,
551 CLECs have aggressively lobbied to have electronic ordering and billing systems
552 that permit them to efficiently handle large numbers of orders. As a result, if a
553 component available on the retail side of the house is introduced on the wholesale
554 side of the house, there are many complex ordering, billing and provisioning
555 systems that need to be analyzed and updated to support the new wholesale
556 offering. Moreover, there are new work groups on the wholesale side that need
557 to be trained to support the new offering.

558
559 **Q. What kind of work groups?**

560 A. Because of the separation, the wholesale operation has a different local service
561 center and a different local operations center. Even though a component may
562 have been offered on the retail side, if it has not been offered on the wholesale
563 side new methods and procedures must be developed for these centers and the
564 Ameritech personnel who staff these centers must be specifically trained to
565 support this new wholesale offering.

566
567 **Q. Why does Ameritech need up to 30 days for a preliminary analysis?**

568 A. As I discussed in my Direct Testimony, the purpose of the preliminary analysis is
569 to provide a preliminary price quote for the requested component. The

570 information provided by Ameritech needs to be reliable so that the CLEC can use
571 the information to determine whether it wishes to proceed with the BFR process.
572 To do the job reliably, Ameritech must have the Ordering, Network and Billing
573 organizations analyze the request and determine whether their existing systems
574 can accommodate the new offering. Silver Reply Attachment – 2 includes a
575 listing of some of the functions required to develop the preliminary analysis. For
576 example, the Ordering group needs to analyze its systems to determine whether
577 the new component can be ordered through existing interfaces. This analysis will
578 include a high level evaluation of any additional costs that would be associated
579 with processing the request. At the same time, the Network group would be
580 analyzing the request to determine whether the proposed offering is compatible
581 with its current equipment. Among the considerations the Network organization
582 would evaluate are the need to change current provisioning processes, whether
583 there need to be any updates or changes to the advanced intelligent network (AIN)
584 systems, whether there need to be any SS7 updates or changes, and others shown
585 on Silver Reply Attachment – 2.

586
587 None of this preliminary analysis can be undertaken casually. It is Ameritech's
588 goal to issue a preliminary analysis as expeditiously as possible, keeping in mind
589 that it must also be as reliable as possible. That, in turn, requires the affected
590 workgroups to take enough time to do an accurate analysis.

591
592 **Q. What happens after the preliminary analysis is complete?**

593 A. At that point, the CLEC is provided a preliminary analysis including general
594 terms and conditions and a high level price quote. The CLEC has the option to
595 suspend the BFR process at that point or to instruct Ameritech to proceed with a
596 more detailed analysis in the second phase.

597

598 **Q. How long does the second phase take to complete?**

599 A. Under the modified proposal I am describing today, the second phase will take up
600 to 60 days. This is a reduction from 90 days under the current process.

601

602 **Q. Why does Ameritech need up to an additional 60 days to firm-up a price**
603 **quotation and a delivery date for the requested component?**

604 A. Phase Two work is more detailed, more rigorous analysis of the work began in
605 Phase One. The end result of a Phase Two analysis is a firm price quote that the
606 CLEC can rely upon as well as a firm delivery date. Therefore, Ameritech must
607 clearly determine whether each impacted workgroup can support the proposed
608 offering and must perform tests to assure that the offering can be reliably
609 supported. During Phase Two, Ameritech involves additional workgroups to
610 ensure that all affected systems will continue to operate with the new offering.
611 These systems and workgroups include RC MAC, WFA, E911 and SS7. Silver
612 Reply Attachment – 2 includes a summary of activities required to provide the
613 final quote and implementation dates to the CLEC.

614

615 **Q. Why can't this work be done in the implementation phase?**

616 A. It can't be done in the implementation phase because Ameritech needs to know
617 whether these steps can actually be accomplished before it makes a firm
618 commitment to the CLEC at the end of Phase Two. I should note, however, that
619 the type of complete analysis that Ameritech does in Phase Two inevitably
620 shortens the implementation timeframe which takes place after Phase Two.

621

622 **Q. What if Ameritech determines that it is not legally required to provide the**
623 **requested component?**

624 A. That is another change in our modified BFR proposal. Ameritech Illinois will
625 now notify the CLEC within 10 days of a completed BFR application whether or
626 not Ameritech believes that it is required to make available the requested
627 component. This early notification will allow the CLEC to more quickly dispute
628 Ameritech's determination, if it so desires.

629

630 **Q. Does Dr. Zolnierrek offer any alternative process or timeframes to the BFR**
631 **process currently being used by Ameritech?**

632 A. In the tariff changes proposed by the Staff, I see language related to service
633 installation intervals of "ordinarily combined" EELs. It is not clear from this
634 language whether these service intervals are referring to the eight "ordinarily
635 combined" EELs described in Staff's proposed version of the tariff or to
636 "ordinarily combined" EELs that have not been identified. There also does not
637 appear to be any proposed time frames for developing the charges and
638 implementation dates for newly identified "ordinarily combined" EELs.

639

640 **Q. Dr. Zolnierек expresses concern that the CLECs are incurring costs before**
641 **they even see final price quotes and firm completion dates. What is**
642 **Ameritech's response to that concern?**

643 **A.** The cost being referred to by Dr. Zolnierек is the \$2,000 charge that is intended to
644 cover at least a portion of the costs that are being incurred by Ameritech to
645 develop a high level identification of rate structure, terms and conditions,
646 availability of network components, and system changes. Having initiated the
647 BFR process and requested Ameritech to do work, the CLEC should have to pay
648 something to cover the expenses incurred by Ameritech. The charge is properly
649 due up front because the CLEC can cancel a BFR request at any time.

650

651 **Q. In Mr. Gillan's testimony, he proposes replacing the BFR language in**
652 **Ameritech's ILL. C.C. Tariff No. 20, Section 1, 5th Revised Sheet No. 3 with a**
653 **process he calls "Request for Additional Combinations" ("RAC"). What**
654 **concerns does Ameritech have with this proposal?**

655 **A.** Ameritech has a number of concerns with Mr. Gillan's proposed tariff changes. I
656 will discuss those concerns in the sequence they appear in Mr. Gillan's proposed
657 language. Even though I discuss specific problems with the proposal, by no
658 means should that be construed as an indication that I believe that any portion of
659 the RAC proposal is viable.

660

661 **Q. Does Ameritech have any general concerns with the entire proposal?**

Yes, this proposal is an unrealistic, punitive scheme calculated to insure Ameritech's failure to comply with its own tariff. As I will discuss below, the proposal is rife with requirements that go beyond any State or Federal regulations, and includes timelines that could not possibly be met by Ameritech or any other carrier. Beyond that, Mr. Gillan is proposing to delete the BFR language included in ILL. C.C. Tariff No. 20, Section 1 ("Section 1"), 5th Revised Sheet No. 3 in its entirety, and replace that language with the CLEC's proposed RAC language. Mr. Gillan seems to have lost sight of the fact that the BFR language in Section 1 is applicable to all requests for new UNEs, not merely additional combinations. For example, Ameritech may receive BFRs asking for a mass PIC change, or for specially designed 911 trunks. If the RAC were to replace the BFR language, there would be no tariff provisions to handle these types of requests. Additionally, Mr. Gillan is seeking to modify tariffed language that has been in place since 1998 and on which Section 13-801 of the Illinois PUA has no bearing.

Q. Does Ameritech have any concerns with the first bullet point under the first paragraph of the proposed RAC language?

A. Yes, Ameritech disagrees with the CLEC's proposal that a CLEC merely has to identify a retail service provided by Ameritech, and then Ameritech would be responsible for identifying the sequence of network elements comprising that service. This language goes beyond the requirements of Section 13-801, which says in Section 13.801 (d) (3) "Upon request, an incumbent local exchange carrier shall combine any sequence of *unbundled network elements* that it ordinarily

combines for itself..." (emphasis added). Contrary to Mr. Gillan's testimony, it is not Ameritech's obligation to "offer any sequence of network elements that it combines for itself", but as defined above, any sequence of unbundled network elements that it ordinarily combines for itself.

Q. Does Ameritech agree the CLEC should simply have to identify a retail service, and require Ameritech to identify the network elements comprising the service?

A. No, just because Ameritech offers a retail service does not mean that the components of that service fit the definition of "unbundled network elements." For instance, a retail service may have any or all of the following components: UNEs, AIN, non-telecommunications offerings such as voice messaging service, ancillary equipment (voice bridge, analog data bridge, etc.), and/or various calling plans. The only item in this list that fits the definition of Section 13-801 is UNEs. Being required to identify the piece parts of a given retail service is the same as being required to divulge intellectual property (i.e., Ameritech's thoughts behind its retail service offering) which the FCC has made clear is not a requirement. Section 13-801(d)(3) clearly refers to requests of CLECs for any sequence of *unbundled network elements*, and the CLEC should be required to identify which sequence of these unbundled network elements they are requesting.

Q. Would the cross-connection of facilities be required by Section 13-801?

708 A. No, as previously discussed, Section 13-801(d)(3) speaks to requests for
709 combinations of UNEs. Cross-connects are not UNEs, they are the means to
710 make a physical connection between UNEs or between a UNE and a point of
711 access such as collocation.¹

712

713 **Q. If the RAC process proposed by the CLECs was adopted by the Commission,**
714 **are the proposed timeframes for this process reasonable?**

715 A. No. Although Ameritech's proposal for a BFR-OC process would provide a
716 CLEC with final rates and delivery dates within 90 days, the CLEC's RAC
717 proposal would require Ameritech to provide final rates and provisioning intervals
718 within 14 days of receipt of the BFR. That is completely unreasonable. As much
719 as the CLECs may want those accelerated time frames, it would not happen that
720 fast. Perhaps the most troubling aspect of Mr. Gillan's testimony is that the 14
721 day proposal is not based on any consideration of the real work Ameritech has to
722 do. It appears to be nothing more than a made up interval.

723

724 **Q. Under the RAC proposal, Ameritech would be required to implement the**
725 **"ordinarily combined" UNE combination within ten days of authorization**
726 **from the CLEC to proceed. What do you have to say about this proposed**
727 **timeframe?**

¹ The reference to the cross-connection of facilities in the CLEC's proposed tariff language refers to Section 23. There is no Section 23 in Ill. C.C. No. 20, Part 19.

728 A. It appears as if the CLECs are attempting to set timeframes that they know cannot
729 possibly be met, in an effort to make it appear as if Ameritech is failing to
730 promote competition. Beyond the fact that the CLEC's RAC proposal would take
731 a process that requires up to 90 days and condenses it into 14 days, the CLECs
732 would also require the requested UNE combination to be in place, ready for
733 ordering and billing in 10 days. Such a proposal hardly warrants addressing, but
734 for the record such timeframes cannot possibly be met except in unusual
735 circumstances. That timeframe does not even take into account the time it would
736 take to ensure the requested combination could be ordered, provisioned, and
737 billed correctly. Those changes often require system releases, which need to be
738 coordinated with all other software changes taking place throughout Ameritech's
739 system. CLECs have been a huge driver in the push to have OSS support for
740 interfaces between the companies. Changes to these interfaces can take many
741 months and coordination with many groups internally, as well as with the CLECs
742 themselves.

743
744 Q. In the discussion of the 14 day interval, the CLEC's proposed language
745 would require Ameritech to provide "the information requested". What is
746 meant by this?

747 A. I don't know. As far as Ameritech is concerned, the initial period of time results
748 in a preliminary analysis including general terms and conditions and a high level
749 cost estimate. The CLEC's language is far too open - ended.

751 Q. Does Ameritech agree with the language proposed by the CLECs requiring
752 Ameritech to provide rates and a completion date, even in the event
753 Ameritech rejects the request?

754 A. No. If Ameritech rejects the request, it would be a waste of resources to continue
755 developing high level costs and timeframes for such a request. Ameritech agrees
756 that a CLEC can request an expedited review by the Commission to determine if
757 the CLEC request should be considered "ordinarily combined". In the event the
758 Commission should disagree with Ameritech's determination that the request is
759 not "ordinarily combined", the expedited BFR process described above would
760 then take place.

761

762 Q. The RAC proposal states that failure to meet the timelines proposed by the
763 CLEC's RAC process is a *per se violation* of Section 13-514 of the Illinois
764 PUA. What is Ameritech's response to this proposed language?

765 A. I am not an attorney, so I cannot speak to the legalities of the CLEC's proposed
766 language as it relates to a statutory issue. However, it appears that the CLECs are
767 attempting to use Ameritech's tariff to create a new requirement that does not
768 exist today. Section 13-514 sets out a defined list of activities that are presumed to
769 be violations. I do not think that Mr. Gillan should be able to act like a legislator
770 and force Ameritech to add to this list through a tariff proceeding.

771

772 V. PROVISION OF RATE SCHEDULES
773

774 Q. Did any witness address Ameritech's proposal for providing a schedule of
775 rates to requesting CLECs in their testimony?

776

777 A. Yes. Dr. Zolnierrek addresses this issue in lines 713 to 788 of his testimony and in
778 his proposed tariff, Attachment 1. Mr. Gillan addresses this issue in Schedule
779 JPG-1, Part 19, Section 1.B.

780

781 Q. What are your comments on Mr. Gillan's proposal?

782 A. In general, Mr. Gillan and I agree that Ameritech's proposed "Schedule of Rates"
783 process is appropriate. There are only two areas of difference. First, Mr. Gillan
784 proposes to delete a paragraph that would require a CLEC to submit a request for
785 rates that is complete, clear and legible and to identify a point of contact for
786 questions. Without these two provisions that Mr. Gillan wants to delete,
787 Ameritech would be expected to provide a rate quotation within 2 business days
788 even when it could not decipher the request made by the CLEC. For that reason,
789 Mr. Gillan's modification should be rejected.²

790

791 Second, Mr. Gillan deletes Ameritech's language that provides "the date that the
792 request is received will not be counted in calculating the response time" and
793 proposes that replace it with "requests received after 3:00 pm will be treated as

² Mr. Gillan's response to DR-10 of Ameritech First Set of Data Requests does not clarify the matter. There, Mr. Gillan argues that it is sufficient that the request for rates be typed. He ignores the fact that a request could be nicely typed, but still be incomplete and unclear.

794 received on the following business day". Mr. Gillan's proposal would operate to
795 deny Ameritech the two full days it is entitled to have in order to provide a rate
796 information. For example, if Ameritech received a request at 2:30 on a Monday,
797 under Mr. Gillan's proposal Ameritech's reply would be due on Tuesday. That
798 would not give Ameritech the two days it is entitled to. Ameritech's language, in
799 contrast, follows the general rule that time periods *do not* include the day the
800 request is received. For a request received at 2:30 on a Monday, the reply should
801 be due on Wednesday.

802
803 **Q. What are your comments concerning Staff's proposal?**

804 A. Dr. Zolnierек's modifications are fairly drastic. Just like Mr. Gillan, Dr.
805 Zolnierек proposes to delete the requirement that a CLEC's request for rates be
806 complete, clear and legible. Ameritech's requirement is reasonable and should be
807 preserved.

808
809 There are two major conceptual flaws in Dr. Zolnierек's proposal. First, Dr.
810 Zolnierек believes that a CLEC should be permitted to merely point to an
811 Ameritech retail service in order to get a rate quote of the individual network
812 elements that make up that service. Second, Dr. Zolnierек believes that
813 Ameritech Illinois is obligated to provide a rate quote not only for Ameritech
814 Illinois UNEs, but also for UNEs of any "affiliate". Both of these proposals
815 should be rejected

817 **Q. Please explain what is wrong with the first proposal.**

818 A. There are absolutely no circumstances under which a CLEC ought to be able to
819 demand a Schedule of Rates (i.e., a rate quotation) for unbundled network
820 elements merely by pointing to an Ameritech retail service. 13-801(i), on its face,
821 does not allow this process. Under Section 13-801, Ameritech must issue a price
822 quotation for interconnection, collocation and unbundled network elements
823 available under Section 13-801. There is no requirement that Ameritech issue a
824 price quotation for retail services and there is certainly no requirement that
825 Ameritech issue a price quotation for unbundled network elements that go into a
826 designated retail service. Nowhere does Section 13-801 discuss retail services and
827 nothing about Section 13-801 involves Ameritech's retail services

828

829 In addition, the practical effect of Staff's proposal would be to merely establish a
830 far deeper resale discount than is required under the law. Under Staff's proposal,
831 there would no longer be a need to talk about the network elements and the
832 ordinarily combined network elements under Section 13-801, because those
833 concepts wouldn't matter anymore. In other words, a CLEC would not need to
834 have the basic capability to provision any aspect of a telecommunications service.
835 A CLEC would not even have to know which network elements it would want or
836 need to combine to provide a telecommunications service. The only thing that a
837 CLEC would have to know is that it wanted to "duplicate" an Ameritech retail
838 service, and Ameritech would be required to provide that same service to the
839 CLEC at UNE TELRIC-based rates rather than at the normal wholesale discount.

840 At the end of the day, what the CLEC would have is resale of Ameritech retail
841 services at TELRIC rates rather than at the normal wholesale discount.

842
843 **Q. Are there any other problems with this aspect of Staff's proposal?**

844 A. Yes, as I have discussed above, simply because Ameritech offers a retail service
845 does not mean that the components of that service fit the definition of "unbundled
846 network elements."

847
848 **Q. Under your proposal, how would CLECs know what UNEs to identify in a**
849 **request for a schedule of rates?**

850 A. Ameritech has already identified in its proposed tariff all of the UNE
851 combinations which it ordinarily combines. By referring to that tariff, it is a
852 simple matter for the CLEC to identify the UNE combinations it wishes to
853 purchase.

854
855 **Q. You mentioned another major conceptual flaw with Staff's proposal**
856 **concerning requests for a schedule of rates?**

857 A. Yes. Staff's proposal would require Ameritech to provide a rate quotation for any
858 "service" provided by an affiliate. I suspect that this is intended to apply, in
859 principle, to Ameritech's advance services affiliate, Ameritech Advanced Data
860 Services of Illinois, Inc. Mr. Wardin discusses this topic in more detail, and I
861 defer to him to explain why 13-801, in its entirety, does not apply to Ameritech's
862 affiliates.

863

864 **Q. What other issues do you have with Staff's proposal?**

865 A. Staff has deleted the paragraph which clarifies the fact that a schedule of rates
866 (i.e., a quotation of rates) is not an offer to provide services and that the tariff
867 provides all controlling terms and conditions for the network components
868 requested. It is a fundamental regulatory principle that the tariff must control the
869 services offered by Ameritech and those tariff terms cannot be varied by rate
870 quotations issued by its representatives. The tariff, as filed, establishes the terms
871 and conditions upon which Ameritech can sell these services. There should be
872 nothing about this proceeding which changes that fundamental principle.

873

874

875 **VI. PERFORMANCE MEASUREMENTS**

876

877 **Q. Mr. Graves is proposing edits to Ameritech's ILL. C.C. No. 20, Part 19,**
878 **Section 1, Sheet 4 which proposes to include a cite to Part 2, Section 10 of the**
879 **tariff to point readers to the performance measurements associated with the**
880 **provision of unbundled elements to the CLECs. Does Ameritech have any**
881 **concerns with Mr. Grave's proposed language?**

882 A. No.

883

884 **Q. Does this conclude your testimony?**

885 A. Yes it does.

Illustrative BFR Process for Other Ordinarily Combined Combinations

BFR-OC

This proposal provides for:

- The CLEC sends the BFR-OC request to Ameritech.
- Ameritech responds to the CLEC no later than *10 calendar days* after receipt of a complete, accurate BFR-OC request. If Ameritech denies the BFR-OC the reasons for denial are provided to the CLEC. The process ends, but CLEC can dispute the denial.
- Ameritech responds to the CLEC no later than *30 calendar days* after receipt a complete, accurate BFR-OC request, general terms and conditions and a high level cost estimate or denial. If Ameritech denies the BFR-OC the reasons for denial are provided to the CLEC.

note 1: this period begins as soon as the Ameritech receives a complete, accurate BFR-OC request from the CLEC, so it runs concurrently with the 10 day period described above.

note 2: Ameritech will note questions, concerns and request for additional information associated with BFR that will need to be resolved before firm offer can be made.

- The CLEC must respond to Ameritech in writing no later than *30 calendar days* after receipt of the Ameritech response with a decision to proceed with development of the final product or not. If no response is received, the request is considered expired and a new request will be required if the CLEC later decides to renew interest.
- Upon positive CLEC response, requesting Ameritech to proceed, Ameritech provides the CLEC no later than *60 calendar days* from receipt of CLEC direction to proceed with firm confirmation of product feasibility, the final product design, cost information, terms and conditions, and implementation date (note: This period does not start until all requested information is provided by CLEC).

30 day activities:**Product:**

Fully document and understand customer request

Create project team to perform high level analysis
(Concurrent analysis from: Ordering/Network/Billing/Maintenance)

Create high level response to customer

Ordering:

Any reason why this would be impossible to do

Identify any additional cost associated with processing requested
product/service

Manual

Electronic

Network: (because high level cost is needed all of these steps must be completed)

Can requested UNEs be physically combined

Would any changes to current provisioning processes be required

AIN updates/changes

SS7 updates/changes

Collocation considerations

Incompatibility issues with current network

Identify any network upgrades needed

Vendor Upgrades needed (is it available)

Would service dispatch be required

How will billing records be created

Ability to create recordings for record exchange

Billing: Any reason why this would be impossible to do

Identify any additional cost associated with processing requested product/service

60 days activities:**Product:**

- Identify all impacted workgroups and enlist representative
- Create full product development project team for detail analysis
- Obtain volumes and timeframes from customer
- Kick off concurrent processes to research and develop solution for ordering, provisioning and billing
- Create business case to establish total cost of offering
- Manage end –to-end test
- Come up with final product cost to be included in 60 day reply

Ordering (different ordering system from retail)

- Identify different scenarios that can be ordered
(new/change/disconnect/outside move/record change/convert)
- Create processes to provide customer with the ability to order
- Identify the need for new USOCs/FIDS
- Request new USOCs/FIDS from Telecordia
- Create new SO/LSR for ordering
- Create new M&P for Manual and mechanized process
- If mechanization create CR for ordering system updates
- Perform system updates to implement CR changes
- Perform table updates to add new USOCs to identify new product/service
- Create test orders for testing)
- Participate in end-to-end testing
- Create CLEC documentation and training

Network/Provisioning:

Engage all impacted workgroups for end to end product development

Create proposed solution

Socialize proposed solution to all network groups for impact analysis

TRI – testing	AIN – Routing
SS7 – Signaling	Switch Group – Switching
ELMOS – TA	RCMAC-
TIRKS -	WFA – work assignment
E911/Directory Listing	

Are network enhancements/upgrades needed

Are upgrades switch specific (5E Vs. DMS)

Outside vendor negotiations (is fix even available)

Is deployment AIN Vs. EO Vs. switch based

How will recordings be accomplished

For billing purposes

For record exchange purposes

Lab/TRI testing

Participate in end-to-end testing

Billing: (different from Retail)

How should product be billed (MOU/Dips/Flat Rate/One Time Charge)

What is required to perform billing (from upfront systems)

Design Adjustment process

Update DUE process

Create CR for billing system change

Update all necessary billing tables

Perform necessary coding changes to identify product and apply correct rates.

Design conversion/scrub plan

Cost Studies:

Identify necessary steps to provide product/service

Identify cost associated with each step identify

Is cost recovered anywhere else

Provide cost to product for product pricing